

**Recording Requested By:**

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**When Recorded, Mail To:**

Loretta K. Barsamian, Executive Officer  
California Regional Water Quality Control Board  
San Francisco Bay Region  
1515 Clay Street, Suite 1400  
Oakland, CA 94612

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**COVENANT AND ENVIRONMENTAL RESTRICTION  
ON PROPERTY**

**1859 SABRE STREET, HAYWARD, CALIFORNIA**

This Covenant and Environmental Restriction on Property (this "Covenant") is made as of the \_\_\_ day December, 2002 by DANNY CHAN and MIRRAM CHAN ("Covenantor") who are the owners of record of that certain property situated at 1859 Sabre Street, City of Hayward, County of Alameda, State of California, which is more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (such portion hereinafter referred to as the "Burdened Property"), for the benefit of the California Regional Water Quality Control; Board for the San Francisco Bay Region (the "Board"), with reference to the following facts:

A. The Burdened Property and groundwater underlying the property contains hazardous materials.

B. Contamination of the Burdened Property. Soil at the burdened property was contaminated by manufacturing automobile radiators at the site conducted by G&O Manufacturing between 1975 and 1988. These operations resulted in contamination of soil and groundwater with lead and solvents which constitute hazardous materials as that term is defined in Health & Safety Code Section 25260. In 1989 approximately 110 cubic yards of impacted soil was excavated from this area and disposed of offsite. Soil beneath the building contains residual lead at levels that does not pose a health concern for commercial/industrial use of the property (maximum concentration <1,000 mg/kg). The soils must be properly managed, however, should they be exposed or disturbed in the future or should the property be redeveloped for more sensitive land uses. Six monitoring wells were installed at the site between 1988 and 1990. Reported concentrations of tetrachloroethylene and 1,1,1 trichloroethane in samples collected in 2002 (maximum 83 ug/L and 330 ug/L, respectively) are significantly lower than the levels initially reported in 1988. The reported levels of these chemicals exceed promulgated drinking water standards. Shallow groundwater in the area is not currently used as a source of drinking water, however, and active remediation of the impacts has not been required. Additional

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monitoring is currently restricted to monitoring wells MW-2 and MW-6. Other monitoring wells present at the site will be properly abandoned..

C. Exposure Pathways. The contaminants addressed in this Covenant are present in soil and groundwater on the Burdened Property. Without the mitigation measures which have been performed on the burdened Property, exposure to these contaminants could take via in-place contact, surface-water runoff, and wind dispersal resulting in dermal contact, inhalation, or ingestion by humans, etc. The risk of public exposure to the contaminants has been substantially lessened by the remediation and controls described herein.

D. Adjacent Land Uses and Population Potentially Affected. The Burdened Property is used for industrial and commercial uses. It is located in a business park which is zoned for industrial and commercial land uses.

E. Full and Voluntary disclosure to the board of the presence of hazardous materials on the Burdened Property has been made and extensive sampling of the burdened Property has been conducted.

F. Covenantor desires and intends that in order to benefit the Board, and to protect the present and future public health and safety, the Burdened Property shall be used in such a manner as to avoid potential harm to persons and property that may result from hazardous materials that may have been deposited on portions of the Burdened Property.

## ARTICLE I GENERAL PROVISIONS

1.1 Provisions to Run with the Land. This covenant sets forth protective provisions, covenants, conditions and restrictions (collectively referred to as "Restrictions") upon and subject to which the Burdened Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. The restrictions set forth in Article III are reasonably necessary to protect present and future human health and safety or the environment as a result of the presence on the land of hazardous materials. Each and all of the Restrictions shall run with the land, and pass with each and every portion of the Burdened Property, and shall apply to, inure to the benefit of, and bind the respective successors in interest thereof, for the benefit of the Board and all Owners and Occupants. Each and all of the Restrictions are imposed upon the entire Burdened Property, unless expressly stated as applicable to a specific portion of the Burdened Property. Each and all of the Restrictions run with the land pursuant to section 1471 of the Civil Code. Each and all of the Restrictions are enforceable by the Board.

1.2 Concurrence of Owners and Lessees Presumed. All purchasers, lessees, or possessors of any portion of the burdened Property shall be deemed by their purchase, leasing, or possession of such Burdened Property, to be in accord with the foregoing and to agree for and among themselves, their heirs, successors, and assignees, and the agents, employees, and lessees of such owners, heirs, successors, and assignees, that the Restrictions as herein established must be

adhered to for the benefit of the Board and the Owners and Occupants of the Burdened Property and that the interest of the Owners and Occupants of the Burdened Property shall be subject to the Restrictions contained therein.

1.3 Incorporation into Deeds and Leases. Covenantor desires and covenants that the Restriction set out herein shall be incorporated in and attached to each and all deeds and leases of any portion of the Burdened Property. Recordation of this Covenant shall be deemed binding on all successors, assigns, and lessees, regardless of whether a copy of this Covenant and Agreement has been attached to or incorporated into any given deed or lease.

1.4 Purpose. It is the purpose of this instrument to convey to the Board real property rights, which will run with the land, to facilitate the remediation of past environmental contamination and to protect human health and the environment by reducing the risk of exposure to residual hazardous materials.

## ARTICLE II DEFINITIONS

2.1 Board. "Board" shall mean the California Regional Water Quality Control Board for the San Francisco Bay Region and shall include its successor agencies, if any.

2.2 Improvements. "Improvements" shall mean all buildings, roads, driveways, regradings, and paved parking areas, constructed or placed upon any portion of the Burdened Property.

2.3 Occupants. "Occupants" shall mean Owners and those persons entitled by ownership, leasehold, or other legal relationship to the exclusive right to use and/or occupy all or any portion of the burdened Property.

2.4 Owner or Owners. "Owner" or "Owners" shall mean the Covenantor and/or its successors in interest, who hold title to all or any portion of the Burdened Property.

2.5 RMP. "RMP" shall mean the Risk Management Plan, Subsurface VOC Contamination dated September 3, 2002, and prepared by Eric R. Lautenbach for the Burdened Property and approved by the Board, a copy of which is attached to this Covenant as Exhibit B and incorporated into this Covenant by this reference, as such plan may be amended from time to time with approval of the board.

## ARTICLE III DEVELOPMENT, USE AND CONVEYANCE OF THE BURDENED PROPERTY

3.1 Restrictions on Development and Use. Covenantor promises to restrict the use of the Burdened Property as follows unless expressly permitted in writing by the Board or the Alameda County Health Agency, whichever agency is lead at the time of the submission:

- a. Development of the Burdened Property shall be restricted to industrial, commercial or office space;
- b. All Owners and Occupants shall comply with the RMP. Any contaminated soils brought to the surface by grading, excavation, trenching, or backfilling shall be managed by the applicable Owner or his agent in accordance with the RMP and all applicable provisions of local, state and federal law;
- c. No hospitals shall be permitted on the burdened Property;
- d. No school for persons under 21 years of age shall be permitted on the Burdened Property;
- e. No day care centers for children or day care centers for Senior Citizens shall be permitted on the Burdened Property;
- f. No Owners or Occupants of the Property or an portion thereof shall drill, bore, otherwise construct, or use a well for the purpose of extracting water for any use, including but not limited to, domestic, potable, or industrial uses.

3.2 Enforcement. Failure of an Owner or Occupant to comply with any of the restrictions, as set forth in paragraph 3.1, shall be grounds for the Board, by reason of the covenant, to have the authority to require that the Owner modify or remove any Improvements constructed in violation of that paragraph. Violation of the Covenant shall be grounds for the Board to file civil actions against the Owner as provided by law.

3.3 Notice in Agreements. After the date of recordation hereof, all Owners and Occupants shall execute a written instrument which shall accompany all purchase agreements or leases relating to the property. Any such instrument shall contain the following statement:

The land described herein contains hazardous materials in soils and in the ground water under the property, and is subject to a deed restriction dated as of \_\_\_\_\_, 2002, and recorded on \_\_\_\_\_, 2002, in the Official Records of Alameda County, California, as Document No. \_\_\_\_\_, which Covenant and Restriction imposes certain covenants, conditions, and restrictions on usage of the property described herein. This statement is not a declaration that a hazard exists.

#### ARTICLE IV VARIANCE AND TERMINATION

4.1 Variance. Any Owner or, with the Owner's consent, any Occupant of the Burdened Property or any portion thereof may apply to the Board for a written variance from the provisions of this Covenant.

4.2 Termination. Any Owner or, with the Owner's consent, any Occupant of the burdened Property or a portion thereof may apply to the Board for a termination of the Restrictions as they apply to all or any portion of the Burdened Property.

4.3 Term. Unless terminated in accordance with paragraph 4.2 above, by law or

otherwise, this Covenant shall continue in effect in perpetuity.

## ARTICLE V MISCELLANEOUS

5.1 No Dedication Intended. Nothing set forth herein shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Burdened Property or any portion thereof to the general public.

5.2 Notices. Whenever any person gives or serves any notice, demand, or other communication with respect to this Covenant, each such notice, demand, or other communication shall be in writing and shall be deemed effective (1) when delivered, if personally delivered to the person being served or official government agency being served, or (2) three (3) business days after deposit in the mail if mailed by the United States mail, postage paid certified, return receipt requested:

*If To: "Covenantor"*  
Danny Chan and Mirram Chan  
c/o LAW OFFICE OF EDUARDO M. XAVIER  
33484 Alvarado Niles Road  
Union City, CA 94587

*If To: "Board"*  
Regional Water Quality Control Board  
San Francisco Bay Region  
Attention: Executive Officer  
1515 Clay Street, Suite 1400  
Oakland, CA 94612

5.3 Partial Invalidity. If any portion of the Restrictions or terms set forth herein is determined to be invalid for any reason, the remaining portion shall remain in full force and effect as if such portion had not been included herein.

5.4 Article Headings. Headings at the beginning of each numbered article of this Covenant are solely for the convenience of the parties and are not a part of the Covenant.

5.5 Recordation. This instrument shall be executed by the Covenantor and by the Executive Officer of the Board. This instrument shall be recorded by the Covenantor in the County of Alameda within ten (10) days of the date of execution.

5.6 References. All references to Code sections include successor provisions.

5.7 Construction. Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the Covenant to effect the purpose of this

instrument and the policy and purpose of the Water Code. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

IN WITNESS WHEREOF, the parties execute this Covenant as of the date set forth above.

Covenantor: DANNY CHAN

By: 

Title: an individual

Date: January , 2003

Covenantor: MIRRAM CHAN

By: 

Title: an individual

Date: January , 2003

Agency:

State of California  
Regional Water Quality Board,  
San Francisco Bay Region

By: 

Title: Executive Officer

Date: January 10, 2003

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Alameda

ss.

On 1 / 10 / 2003, before me,

**Howard Leong, Notary Public**

Date

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

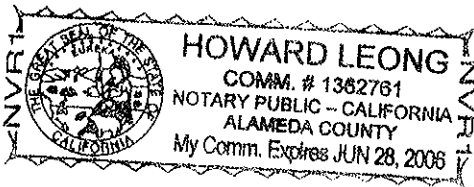
personally appeared

LORETTA K BARSAMIAN

Name(s) of Signer(s)

- ☐ personally known to me  
☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

[Signature]

Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

COVENANT

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

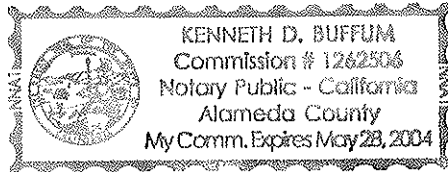
Signer Is Representing: \_\_\_\_\_

**RIGHT THUMBPRINT  
OF SIGNER**  
Top of thumb here

STATE OF CALIFORNIA )

COUNTY OF Alameda )

On ~~January~~ <sup>February</sup> 04, 2003, before me, the undersigned a Notary Public in and for said state, personally appeared DANNY CHAN, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument.



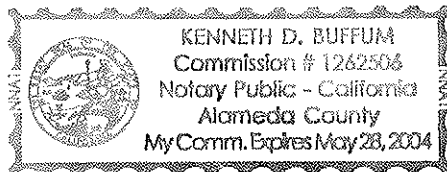
WITNESS my hand and official seal.

Kenneth D. Buffum  
Notary Public in and for said County and State

STATE OF CALIFORNIA )

COUNTY OF Alameda )

On ~~January~~ <sup>February</sup> 04, 2003, before me, the undersigned a Notary Public in and for said state, personally appeared MIRRAM CHAN, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument.



WITNESS my hand and official seal.

Kenneth D. Buffum  
Notary Public in and for said County and State

STATE OF CALIFORNIA )

COUNTY OF \_\_\_\_\_ )

On January , 2003, before me, the undersigned a Notary Public in and for said state, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public in and for said County and State



**ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Alameda

} ss.

On February 04, 2003 before me,

Kenneth D. Buffum

(DATE)

(NOTARY)

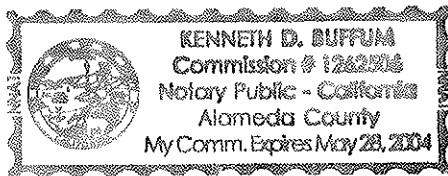
personally appeared Danny Chen

SIGNER(S)

☐ personally known to me - OR -



proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Kenneth D. Buffum

NOTARY'S SIGNATURE

**OPTIONAL INFORMATION**

The information below is not required by law. However, it could prevent fraudulent attachment of this acknowledgment to an unauthorized document.

**CAPACITY CLAIMED BY SIGNER (PRINCIPAL)**

- ☒ INDIVIDUAL  
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S)  
☐ ATTORNEY-IN-FACT  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR  
☐ OTHER: \_\_\_\_\_

**DESCRIPTION OF ATTACHED DOCUMENT**

Covenant

TITLE OR TYPE OF DOCUMENT

16

NUMBER OF PAGES

DATE OF DOCUMENT

**SIGNER IS REPRESENTING:**

NAME OF PERSON(S) OR ENTITY(IES)

Himself

OTHER

**ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Alameda

} ss.

On February 04, 2003  
(DATE)

before me, Kenneth D. Buffum  
(NOTARY)

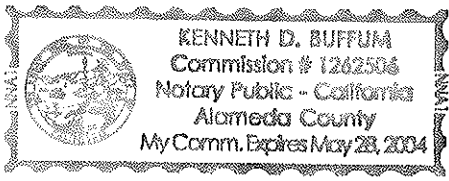
personally appeared Miriam Chen

SIGNER(S)

☐ personally known to me - OR -



proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Kenneth D. Buffum  
NOTARY'S SIGNATURE

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**CAPACITY CLAIMED BY SIGNER (PRINCIPAL)**

- ☒ INDIVIDUAL  
☐ CORPORATE OFFICER

- ☐ PARTNER(S)  
☐ ATTORNEY-IN-FACT  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR  
☐ OTHER: \_\_\_\_\_

**SIGNER IS REPRESENTING:**

NAME OF PERSON(S) OR ENTITY(IES)  
Herself

**DESCRIPTION OF ATTACHED DOCUMENT**

Covenant  
TITLE OR TYPE OF DOCUMENT

16  
NUMBER OF PAGES

\_\_\_\_\_  
DATE OF DOCUMENT

\_\_\_\_\_  
OTHER

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY AT 1857-1859 SABRE STREET

All that certain real property situated in the City of Hayward, County of Alameda, State of California, described as follows:

Lot 22, Tract 2968, filed August 29, 1968, Map Book 57, Page 84, Alameda County Records.

**EXHIBIT B**

RISK MANAGEMENT PLAN, SUBSURFACE VOC CONTAMINATION  
dated September 3, 2002

**RISK MANAGEMENT PLAN FOR  
RESIDUAL, SUBSURFACE VOC AND METAL CONTAMINATION**

**1857-1859 SABRE STREET (APN 432-101-41)  
HAYWARD, CALIFORNIA  
(Former G&O Manufacturing Facility)**

**PROJECT 223**

**Prepared for:**

**CRANBROOK REALTY INVESTMENT FUND, L.P.  
4701 Sisk Road, Suite 101  
Modesto, California 95356**

**Prepared by:**

**ERIC R. LAUTENBACH, PE  
ENVIRONMENTAL CONSULTANT  
1321 McBain Avenue  
Campbell, California 95008**

**August 16, 2002  
(amended September 3, 2002)**

**RISK MANAGEMENT PLAN FOR  
RESIDUAL, SUBSURFACE VOC AND METAL CONTAMINATION  
1857-1859 SABRE STREET (APN 432-101-41)  
HAYWARD, CALIFORNIA  
(Former G&O Manufacturing Facility)**

## **1.0 INTRODUCTION AND SUMMARY**

This Risk Management Plan (RMP) was prepared in compliance with environmental recommendations approved by the California Regional Water Quality Control Board – San Francisco Bay Region (RWQCB) for the subject Hayward site (see appended Environ Figure 1). The RMP documents conservative measures recommended to restrict future contact with subsurface, residual heavy metals (primarily lead and chromium) and volatile organic compounds (VOCs) in a manner that will maintain satisfactory health risk protections. Toward this objective, the RMP specifically prohibits two activities – (1) disturbances to the building floor slab and pavement around the western yard drain area without involvement of an environmental professional; and (2) pumping shallow ground water. The third important compliance measure is reviewing and evaluating future ground water monitoring results.

The metal and VOC contaminants are left behind from a radiator manufacturing business that operated at the site from 1975 to 1988. As presented in Eric R. Lautenbach's August 12, 2002 technical report to the RWQCB (Lautenbach, 2002), numerous site characterization studies have documented that the residual impacts are relatively minor, both in severity and total mass. (Note: Data Tables 2 through 5 from this submittal, plus Environ Figures 2 and 7, are included in the appendix of this RMP for ease of reference.)

The most severe soil contamination, along with a network of floor drains and sumps, were removed in 1989 as part of G&O's facility closure work. However, as evidenced in Table 3 and Figure 2, soils in some areas beneath the building floor slab are known to be impacted with lead at levels that could exceed regulatory-acceptable cleanup goals, should the property be redeveloped for more sensitive uses (e.g., residential, daycare, etc.). Also, a small area of soil in the vicinity of the western yard drain inlet (shown on Figures 2 and 7) may still contain low levels of cyclohexane. Low levels of various chlorinated solvents (e.g., tetrachloroethene, trichloroethane, etc.) are present in shallow ground water under the property. Over ten years of monitoring have documented a significant and steady dissipation in these latter impacts, with conditions approaching background.

## **2.0 COMPLIANCE AND ENFORCEMENT**

The property owner is responsible for compliance with this RMP. The San Francisco Bay (Oakland) office of the RWQCB has responsibility for determining whether RMP requirements have been violated and pursuing enforcement actions as deemed appropriate. Correspondingly, the RWQCB (along with other pertinent regulatory agencies and environmental consultants) have the authority to conduct inspections of the subject property, with reasonable lead notice provided to the owner, to assess compliance.

While this RMP is intended to be clear and unambiguous, it is recognized that over the future time period of its use questions may arise regarding specific requirements. For any such questions, RWQCB staff in Oakland (650-622-2300) should be contacted for advice, as appropriate. The RWQCB file number for the case is 01S0154 and the staff member assigned to the matter as of September 2002 is Roger Brewer. The environmental professional who prepared this RMP, Eric R. Lautenbach, can be reached at 408-377-9230.

### 3.0 SUMMARY OF SCREENING-LEVEL RISK ASSESSMENT

The December 2001 risk-based screening levels (RBSLs) for the various materials detected at the subject Hayward site have been included at the bottom of Tables 2 through 5 (see Appendix). The soil values correspond to the current 'commercial/industrial' zoning of the property and the ground water values correspond to a 'non-drinking water' categorization of the subject shallow water-bearing zone (RWQCB, 2001). The extensive set of data shows few concentrations that exceed RBSLs; only localized points beneath the building floor and beneath the paved area immediately around the western yard drain inlet. None of the ground water test results from June 2002 exceed their respective RBSL.

In 1988 and 1989 when G&O Manufacturing was performing facility closure activities, the various floor drains and sumps were removed. The disturbed areas were repaired to match the surrounding slab-on-grade construction and large areas of the floor were resurfaced. Accordingly, the floor slab presents an effective cap to underlying soils, both from the perspective of physical contact and contaminant leaching. Outside of the building, the only location of elevated soil impacts (western yard drain inlet area shown on appended Figures 2 and 7) is also capped by a slab-on-grade. Native soils beneath this site are primarily fine-grained clays and silts of expected low vapor transmissivity.

The surrounding neighborhood has a similar commercial/industrial zoning. Environ's hydraulic conductivity testing indicates a ground water flow rate of less than 10 feet per year (Environ, 1990). Their work also included a review of supply well inventory records for the area. The closest wells were located to the southwest (cross-gradient) and over 1,500 feet from MW-6. Accordingly, it was concluded that the contaminant residuals do not present a realistic threat to current beneficial water uses.

In summary, it is widely agreed that the subject site conditions as of September 2002 do not present an unacceptable threat to human health, safety or the environment that would necessitate pro-active remedial measures. The presence of the materials does however warrant future monitoring and risk management until such time as the governing regulatory agencies deem otherwise.

## 4.0 PROHIBITIONS

### 4.1 Disturbing the Building Floor Slab

As noted earlier, the subject building's concrete floor slab provides an important barrier against contact and exposure to the underlying residual impacts. Therefore, this RMP hereby requires that *any* pending disturbance to the floor slab, *regardless of magnitude or location*, be first reviewed by an environmental professional to establish appropriate protocols for the work, as warranted. The environmental professional (i.e., Civil Engineer, Geologist, Class II Registered Environmental Assessor, or Certified Industrial Hygienist) must be experienced in the pertinent technical aspects involved with such soil and ground water contamination matters. Based on accumulated site characterization data and the specifics of the pending work (i.e., location and activities), this RMP allows an appropriately qualified environmental professional to exclude the work from special environmental management requirements.

Any extensive, or otherwise non-excludable, pending work should have the environmental aspects set forth in a technical Work Plan submitted to the RWQCB and HAZMAT Division of the Hayward Fire Department. At a minimum the Work Plan should cover health and safety matters; soil handling, testing, classification and disposal/reuse protocols; plus planned field monitoring and management. Unless the planned activity is remediation driven, the disturbance and contact with potentially contaminated soils should be avoided wherever practical. Barring such avoidance, there should be a deliberate effort to use engineering controls to prevent exposures, supplemented secondarily with personal protective equipment. Regulatory approval of the Work Plan is required prior to disturbing the slab.

As part of any future site redevelopment, excavated soils should be tested for heavy metals and solvent compounds previously identified at the property prior to reuse or offhaul/disposal. Should impacted soil be identified, an environmental professional should be consulted to determine appropriate management measures.

### 4.2 Disturbing the Western Yard Drain Inlet Area

Outside of the building footprint, the requirements set forth in Section 4.1 of this RMP *only* apply to the area within five (5) feet of the western yard drain inlet, where initial soil testing indicated elevated VOCs (primarily hexanes). Subsequent studies documented that the impacts had rapidly dissipated and residuals were minor and localized.

### 4.3 Installation of Production Wells

In accordance with the RWQCB's letter of August 5, 2002 (RWQCB, 2002), this RMP specifically prohibits the installation of ground water production wells on the subject Hayward property. This includes, but is not limited to, wells used for drinking, irrigation or general industrial purposes. This prohibition technically remains in effect until rescinded in writing by the RWQCB, however as a practical matter, such wells are generally not permitted in this area anyway due to ground water quality and protection concerns.



## 5.0 GROUND WATER MONITORING AND REPORTING

Satisfactory performance of RWQCB-approved ground water monitoring activities is an integral component of the subject RMP. All newly collected information must be evaluated in a timely fashion, with particular emphasis on assessing whether there are any indications that the risk threat has significantly worsened. The technical report accompanying each monitoring event must include a summary of this evaluation and outcome, along with an opinion about continuing, or otherwise modifying, the monitoring work.

## 6.0 LIMITATIONS

This document has been prepared for compliance with San Francisco Bay Regional Water Quality Control Board (RWQCB) requirements relating to the residual soil and ground water impacts at 1857-1859 Sabre Street. This September 3, 2002 Risk Management Plan incorporates comments made by RWQCB staff concerning the original (August 16, 2002) document.

The recommendations, specifications, and professional opinions presented herein were prepared in accordance with generally accepted environmental consulting practice in the San Francisco Bay region of Northern California at the time this document was prepared. No other warranty is provided, either express or implied. All sampling and testing work is necessarily limited. Some statements provided in this plan are subject to modification as additional information becomes available.

Prepared by,

Eric R. Lautenbach, CE 42437  
Environmental Engineering Consultant

Appendix: Table 2 – Cumulative Summary of Analytical Results for Non-Metal Testing  
(soil, soil gas and ground water grab samples)  
Table 3 – Cumulative Summary of Analytical Results for Metal Testing  
(soil samples)  
Table 4 – Cumulative Summary of Analytical Results for Non-Metal Testing  
(monitoring well ground water samples)  
Table 5 – Cumulative Summary of Analytical Results for Metal Testing  
(monitoring well ground water samples)  
Environ Figure 1 – Vicinity Map  
Environ Figure 2 – Site Plan Showing Previous Soil Boring Locations  
Environ Figure 7 – Site Plan

Distribution: Roger Brewer, San Francisco Bay Regional Water Quality Control Board  
Jim Devenport, Cranbrook Group, Inc. (3 copies)  
Hugh Murphy, Hayward Fire Department

## REFERENCES

Aqua Science Engineers, Inc., 1998, *Review of Environmental Issues, 1859 Sabre Street, Hayward, California*: Prepared for The Cranbrook Group (unpublished consultant's letter dated April 21, 1998).

Aqua Science Engineers, Inc., 2002, *Groundwater Sampling, 1859 Sabre Street, Hayward, California*: Prepared for Cranbrook Group (unpublished consultant's letter dated July 15, 2002).

California Regional Water Quality Control Board, San Francisco Bay Region, 2001, *Application of Risk-Based Screening Levels and Decision Making to Sites With Impacted Soil and Groundwater, Two Volumes, Interim Final*; December 2001.

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ILLEGIBLE NOTARY SEAL DECLARATION

(Government Code 27361.7)

I declare under penalty of perjury that the notary seal on the document  
to which this statement is attached, reads as follows:

NAME OF NOTARY PUBLIC: KENNETH D. BUFFUM

COMMISSION NUMBER: 1262506

NOTARY PUBLIC STATE: CALIFORNIA

COUNTY: ALAMEDA

MY COMM. EXPIRES: MAY 28, 2004  
(DATE)

SIGNATURE OF DECLARANT: Eduardo M. Xavier

PRINT NAME OF DECLARANT: EDUARDO M. XAVIER

CITY & STATE OF EXECUTION: OAKLAND, CA

DATE SIGNED: 2/27/03

THE ABOVE INFORMATION MUST BE LEGIBLE FOR SCANNING